COLLECTIVE BARGAINING AGREEMENT 2016-2019

CITY AND BOROUGH OF SITKA,

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1547

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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE CITY AND BOROUGH OF SITKA, ALASKA
AND
LOCAL #1547 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

For the purposes of maintaining cordial relations between the City and Borough of Sitka, Alaska, ("Employer" or "CBS") and Local #1547 International Brotherhood of Electrical Workers, AFL-CIO ("Union") the parties do enter into, establish and agree to the following conditions of employment.

ARTICLE 1
POLICY AND PURPOSE

It is the policy of the Employer and Union to promote harmonious and cooperative relations between the Employees and the Employer, to protect the public by promoting orderly and effective operations of government, and to maintain merit principles. The Employer, Union, and Employees are committed to develop a positive labor management relationship, which promotes the success of the Employer, provides rewarding jobs for its Employees, and makes available quality service to meet the needs of its customer. The purpose of this Agreement is to set forth terms and conditions of employment to support a work environment that will further these objectives.

ARTICLE 2
RECOGNITION AND SCOPE

The Employer recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement shall cover all Employees in the Electric Department except those identified as exempt and confidential.

ARTICLE 3
NO-STRIKE/NO-LOCKOUT

The parties understand and agree there will be no strikes or lockouts during the life of the Agreement pursuant to Sitka General Code §2.08.125 (j). The Union and Employees further agree that they will not sanction, encourage or continue any sickouts, slowdowns, or other disruptive activity during the life of the Agreement.

ARTICLE 4
DURATION

The term of this Agreement is July 1, 2016, and shall continue in effect until June 30, 2019 and thereafter from year to year; provided, however that either party may give the other party written notice of its desire to change the Agreement. Such written notice shall specify the particular Articles in which changes are desired, and shall be served upon the other party not more than one hundred eighty (180) days, and not less than one hundred twenty (120) days, prior to the date of expiration or any annual extension. If such notice is given, negotiations shall commence within thirty (30) days following the date of the notice. This agreement shall become effective on the date of signing and remain in effect until the terms of a new or amended agreement becomes effective.

ARTICLE 5
UNION SECURITY

Section 5.1 Union Security

A. The Employer agrees that all Employees covered by this Agreement will, as a condition of employment, within sixty (60) days of the date of this Agreement, or within thirty days after the Employee's date of hire, whichever is later, make application to become a member of the Union or shall pay a service fee of not more than the required Union dues.

B. The Employer agrees that only those Employees covered hereby who remain in good standing in the Union should continue in its employ. As used in this Section, "good standing" means that an Employee is not in arrears to the Union for current dues, assessments or fees, including initiation fees.

C. On the written demand of the Union, any Employee or member who has been employed for more than sixty (60) days and is not in compliance with Paragraph A above or any Employee who is not in good standing as determined by the Union shall be separated by the Employer thirty (30) days after the Employee is provided notice of such separation. Upon receipt of the written demand from the Union, the Employer shall provide written notice to the Employee thirty (30) days prior to the effective date of separation to allow the Employee or member to be compliant.

D. The Union will indemnify, defend, and hold harmless the Employer, its agents, insurers and Employees from any claim or cause of action arising from or related to any act or omission under this Section.

Section 5.2 Payroll Deductions

A. The Employer shall make all appropriate deductions in the first payroll period, including monthly and working dues and assessments from the pay of those Employees who have presented the Employer with a signed authorization for the deduction. The Employer agrees to make these deductions and to remit these funds, together with a list of Employees' names for which the deductions were made, to the Union on or before the fifteenth (15th) day of the month.

B. Following thirty (30) calendar days of employment, an Employee may voluntarily elect to participate in the IBEW PAC Fund by signing and submitting to payroll an authorization form supplied by the Union. These funds shall be forwarded in the same manner and at the same time as set forth in paragraph A above.

C. The Employer will not be held liable for deduction errors. If the Employer makes an error in deductions the sole remedy will be to increase or reduce the amount deducted from the Employee's future deduction until the error has been corrected.

Section 5.3 Standards of Work

The Union agrees that all Employees who are covered by this Agreement will individually and collectively perform safe, efficient and diligent service, and will use their influence and best efforts to protect the property and interests of the Employer.

Section 5.4 Shop Stewards

A. Upon written notification, the Employer will recognize shop stewards who have been selected pursuant to the rules and regulations of the Union to represent the Employees covered hereby. The Union shall appoint no more than two shop stewards and an alternate. The names of the stewards will be furnished to the Utility Director of the Employer and the Human Resources Director in writing before beginning or being relieved of their duties.

B. The Employer recognizes that the stewards will be assigned their Union duties and responsibilities by the Union and pursuant to this Agreement. The stewards will cooperate with the Employer in securing compliance with this Agreement and, at the request of the Utility Director of the Employer, or designee, or the Human Resources Director will notify Employees of any violations of this Agreement.

C. Stewards are expected to perform their normal assigned duties as an Employee covered by this Agreement. However, the parties agree that stewards shall be granted a reasonable amount of time to handle Union business during work time which cannot be handled during non-work time without loss of pay so long the Employee's supervisor has been notified.

D. Time spent performing steward duties during work time shall be recorded on the Employee's time card as Union business.

E. The Utility Director reserves the right to deny the use of work time for steward or Union business if it interferes with the operational needs of the Department or the performance the Employee.

Section 5.5 Union Bulletin Board

Employer will provide bulletin boards and/or space on existing bulletin boards for use by the Union for the purpose of posting Union notices and communications.

Section 5.6 Union Access to Employer's Premises

With prior notice and approval, authorized representatives of the Union will be permitted to visit the work sites where Employees covered by this Agreement work during working hours so long as such visits do not disrupt or interfere with the operations of the Utility or the Employee's work.

ARTICLE 6
NONDISCRIMINATION

The parties mutually agree that the Employer and the Union will not discriminate against any person or persons so as to deny such person or persons equal employment opportunities because of race, religion, color, sex, age, national origin, or disabilities or any other protected class provided for in federal, state, and local law as may be amended from time-to-time.

ARTICLE 7
PERSONNEL FILES

Section 7.1 Employees shall have access to their personnel files in the Human Resources Department at reasonable times in the presence of the Director of Human Resources or designee.

Section 7.2 The Employee will receive a copy of any disciplinary letters and any material placed in the Employee's personnel files. Upon request, the Employee shall be provided a copy of any other document in the Employee's personnel files.

Section 7.3 The Employee's personnel file in the Human Resources Department is confidential. The personnel file is only available for inspection by the Human Resources Director, or designee, and the Employee's immediate supervisor. Other CBS personnel who, due to the nature of their work with the Employer need access to personnel information, may obtain the specific information needed from the Employee's personnel file from the Human Resources Director or designee, or through review of the pertinent documents from the Employee's personnel file.

Section 7.4 Except as provided by law or required by a court order, all other persons or entities are barred from reviewing an Employee's personnel files without the Employee's written consent.

ARTICLE 8
EMPLOYEE STATUS AND APPOINTMENT

Section 8.1 Employee Status

A. All Employees covered by this Agreement are designated as Regular Employees. All regular Employees shall serve a probationary period as set forth below in Section 8.4A.

B. The Employer reserves the right to utilize relief Employees who are qualified individuals available to substitute for regular Employees. The intent of this Section is not to reduce the number of regular positions by the hiring of relief Employees. Relief Employees shall be subject to this Agreement when working for the Employer only as to Union security, hours of work, rates of pay, and applicable working rules. They shall not be eligible for holiday pay, leave, benefits, health and welfare benefits, pension or other benefits extended to regular Employees.

Section 8.2 NECA-Temporary Employees

A. Journeyman linemen and wiremen and other classifications as set forth in the IBEW-NECA Agreement may be employed as NECA-Temps for a period not to exceed six (6) months of continuous employment. The IBEW Inside-Outside Alaska Electrical Construction Agreement, as amended, shall govern the NECA-Temporary wages and benefits. NECA-Temporary Employees shall be subject to this Agreement only as to the hours of work and applicable working rules. When assigned to assume the position of a Leadman a NECA-Temporary Journeyman shall receive 104% of the applicable wage rate.

B. Any Employee hired as a NECA-Temporary or Temporary may be awarded or transferred to Probationary or Regular status by the Employer. Any such change in status will be in writing. The Employee, on the date of accepting the award or transfer will be transferred to probationary status and the time accrued from the Employee's temporary hire date will be considered part of the probationary time period.

Section 8.3 Vacancies

A. The Utility Director is responsible for filling vacancies in the Department, subject to the approval of the Administrator. Hiring decisions are at the sole discretion of the Employer.

B. Posting

1. All vacancies shall be posted internally on the Union Bulletin Board in the Department first. When there are current, qualified Employees within the Department interested and available for the vacancy, the Employer shall endeavor to hire, promote, or transfer from within the existing work force. Any current Department Employee who applies for a vacancy within the Department shall receive an interview during the hiring process.

2. If there are no interested or qualified Employees within the Department, or in the Utility Director's discretion, the vacancy will be advertised locally and the Union Hiring Hall shall be notified at the same time in writing. The Union Hiring Hall may refer applicants to be considered through the normal hiring process.

Section 8.4 Probationary Periods

A. Every new regular Employee shall serve a six- month probationary period (180 consecutive days of service from date of hire) during which time the Employee may be terminated at the sole discretion of the Employer without right of appeal. All probationary Employees shall accrue service credits and seniority during the probationary period. An Employee's probationary period may be extended by mutual agreement between the Employer and Union.

B. Current regular Employees who are promoted or transferred to a different position shall a serve a three-month (90 consecutive days from date of promotion or transfer) probationary period. If the Employee's performance in the new position is unsatisfactory in the Employer's sole discretion, the Employee may be returned to their previous position if vacant or to another vacant position so long as the Employee is qualified for that position. This employment action shall not be construed to be a demotion or disciplinary action requiring just cause.

ARTICLE 9
MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to operate and manage the Utility, including but not limited to the right to establish and require standards of performance; maintain order and efficiency; direct Employees and their work; determine job assignments, and work schedules and overtime; assign bargaining unit work to supervisory and management personnel whenever bargaining unit members are not available or in an emergency; determine the materials and equipment to be used; implement new and different operational methods and procedures; determine staffing levels and requirements; establish qualifications of work to be performed by Employees; determine the kinds, type, and location of facilities; introduce new or different service products, methods, or facilities; select, hire, classify, assign, promote, transfer, discipline, demote, or discharge Employees for just cause; lay off and recall Employees; regulate all activity conducted upon company premises and on company time; and promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised by ordinance or otherwise so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives mentioned. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it, from time to time, shall determine. Any claim that the Employer has exercised such rights and power contrary to the provision of the Agreement may be submitted to the grievance procedure contained herein.

ARTICLE 10
APPRENTICESHIP

Section 10.1 The Employer reserves the right to utilize apprentices to perform the work at the Utility. Nothing in the paragraph precludes the Employer from using any apprenticeship program including the Alaska Joint Electrical Apprenticeship and Training Trust ("AJEATT").

Section 10.2 The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two (2) journeyman unless agreed to otherwise. Foremen working with tools will be counted as a journeyman for purposes of this paragraph.

Section 10.3 The Employer agrees to consider using the AJEATT during the life of this Agreement in the event a need for an apprentice arises at the Utility.

A. If the Employer decides to utilize the AJEATT, the Employer agrees to pay $5,000.00 per calendar year, prorated for any portion of a year an Employee is in the apprenticeship program.

B. If the Employee is participating in the AJEATT, the Employee will be required to apply for State Training Education Program (STEP) grants, if available. In addition to the STEP grant monies and in lieu of any wages or reimbursements, the Employer agrees to pay the Employee $100 for every day assigned to attend training in either Anchorage or Fairbanks, including travel days.

ARTICLE 11
SAFETY

Section 11.1 Safety Codes and Manual

The state and federal electrical safety codes, as amended, and the American Public Power Association Safety Manual are adopted by the parties as the minimum standards of safety under this Agreement. It will be the mutual concern of the parties that, recognizing their common objective of promoting the safety of Employees and the public, reasonable and rational safety programs and practices will be initiated and diligently implemented.

Section 11.2 Employer, Union, and Employee Responsibilities

A. It is recognized that the Employer has the legal responsibility to provide a safe and healthful workplace and working conditions. The Employer will furnish such safety devices and equipment as may be necessary for the safety of Employees, and such first aid equipment and supplies as may be necessary for proper emergency treatment of such Employees.

B. The Union agrees to cooperate with the Employer by encouraging and holding Employees accountable to observe and comply with applicable safety laws, regulations, and workplace rules.

C. All Employees shall be responsible for carrying out safety and good housekeeping policies and practices. Each Employee is required to act with due care and regard for his own safety and that of his fellow Employees. Employees shall not expose or subject themselves or others to unsafe working conditions. Employees will use safety equipment on all appropriate occasions. All Employees covered hereby will possess a current Red Cross First Aid Certificate and a current CPR Certificate or a State of Alaska _____.

Section 11.3 Safety Training

A. The Employer will schedule and Employees will attend and participate during normal working hours in safety training meetings. There will normally be a one-hour safety meeting scheduled each week. If a safety meeting has to be rescheduled due to operational requirements, it shall be scheduled to guarantee the Employees have a minimum of four (4) hours safety training in a month. Management may participate in these safety meetings.

B. The Employer shall provide the applicable training required to secure and maintain an approved first aid and CPR certificate.

Section 11.4 Safety Committee

A. Safety Committee consisting of at least one (1) Employee as selected by the Union and one (1) representative of the Employer as designated by the Utility Director shall meet monthly.

B. By the end of the March each calendar year, the Safety Committee will propose a safety training program consistent with legal mandates, operational needs, and based on Employee desires for the next fiscal year subject to the Utility Director for approval.

ARTICLE 12
TIME OFF

Section 12.1 Vacation

A. All regular full-time Employees covered by this Agreement shall accrue vacation at the following rate. Regular part-time Employees shall accrue vacation on a ratio of the hours they work to a forty (40) hour week. No vacation will accrue while on leave without pay.

Years of Service	Accrual Rate Per Month	Accrual Rate Each Year	Mandatory Yearly Usage
0 through 1st year	6.67 hours	80 hours	None
1st year through 3rd year	8.67 hours	104 hours	40 hours/5 days
4th year through 7th year	12.67 hours	152 hours	80 hours/10 days
Start of the 8th year	16.67 hours	200 hours	120 hours/ 15 days

B. Vacation shall be taken with authorization of the immediate supervisor and shall be paid at the current rate of pay. Employee requests for time off under this section shall be granted based on operational needs.

C. Vacation shall not accrue and may not be taken prior to six (6) months of continuous satisfactory service, but after six months of employment vacation time shall accrue retroactive to the date of employment.

D. Regular Employees may accumulate up to and including four hundred and eighty (480) hours. There shall be no accrual after the 480 hour cap has been reached and it will resume when the Employee's vacation balance is less than 480.

E. When a holiday falls when an Employee is on vacation, the Employee shall be paid for the holiday without a deduction from accrued vacation.

F. Accrued vacation will be paid to Employees who terminate, so long as such termination is not for gross misconduct and the Employee has completed one (1) year of service.

G. Employees may cash out up to one hundred and sixty (160) hours each fiscal year in no more than two (2) installments. Employees may not cash in leave to avoid the mandatory use requirements of Section 12.1 A.

H. An Employee may request an advance of their vacation pay if they are going to be absent for more than ten (10) consecutive days and during which time a payroll is paid. The request to payroll must be made at least five (5) working days before the Employee's vacation is to begin and must include the signature of the Employee's immediate supervisor. Otherwise, Employees shall receive their pay check on regular scheduled pay days while on vacation.

I. Employees who do not use their mandatory time off as required in 12.1A shall forfeit the remaining balance of their unused mandatory time off as of June 30 of each calendar year. When operational needs do not allow an Employee to take the required time off, the city administrator may extend the time to use mandatory leave for up to six (6) months. An extension does not waive the following year's mandatory leave usage requirement.

Section 12.2 Sick Leave

A. Regular full-time Employees shall accrue sick leave at the rate of eight (8) hours for each calendar month of employment. Regular part-time Employees shall accrue sick leave on a ratio of the hours they work to a forty (40) hour week. No sick leave will accrue while on leave without pay.

B. Sick leave accrual shall be capped at a maximum of 560 hours.

C. When an Employee has exhausted his or her accrued sick and annual leave, the Employee may apply for leave from the sick leave bank consistent with the Personnel Policies Handbook.

D. Employees are responsible to notify their immediate supervisor or the Utility Director as soon as possible prior to the beginning of the Employee's shift if they are to be absent. If the notice is left by voice mail message, Employees are required to talk directly to a supervisor or Utility Director at some time during the day while absent. If such notification is not given, such absence shall be charged to leave without pay and may subject the Employee to disciplinary action up to and including discharge. In the event the Employee is unable to contact their supervisor or the Utility Director, it will be acceptable for someone from the Employee's immediate family to contact the Employer about the Employee's absence by talking directly to the Employee's immediate supervisor or the Utility Director.

E. Sick leave shall be paid at the Employee's current rate of pay and may be used for the Employee's illness or injury. Up to 120 hours of sick leave may be used or for the illness or injury of the Employee's immediate family members each calendar year. Up to 40 hours of sick leave may be used for a death in the Employee's immediate family. "Immediate family" for purposes of this section includes the Employee's spouse, children, parents, siblings, parents-in law, grandparents, grandchildren, or any person acting in one of these capacities.

F. The Employer may require a certificate from a medical provider confirming the absence was due to illness or injury for three days or more or to provide a fitness to return to duty for any absence. If the Employer suspects abuse of sick leave, nothing in this paragraph prohibits the Employer from requiring a medical certification for absences less than three days.

G. When a holiday falls when an Employee is on sick leave, the Employee shall be paid for the holiday without a deduction from accrued sick leave.

H. Employees shall be eligible for a sick leave benefit from date of hire. Sick leave will be granted to the Employee commencing on the first day of illness.

I. A regular employee who leaves employment with the City for any reason other than discharge for cause will be paid $1.00 for every hour of sick leave accumulated as of their last day of employment.

Section 12.3 Family and Medical Leave

The Employer shall grant family and medical leave consistent with both the Federal and State Family and Medical Leave Act effective the first day of the authorized leave.

Section 12.4 Leave without Pay

Subject to the approval of the Department Head and the Administrator and based on a written request by the Employee of a compelling reason for additional time off, an Employee who has used all accrued annual leave may be granted leave without pay consistent with the Personnel Policies Handbook.

Section 12.5 Holidays

A. All Employees covered by this Agreement shall have nine (9) holidays per year to be observed on the following days:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Alaska Day	October 18
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

and such other days as may be proclaimed by the City Administrator.

B. When the holiday falls on a Saturday, the holiday will be observed on the preceding Friday, and when the holiday falls on a Sunday, the holiday will be observed on the following Monday.

C. Employees must be working or on an approved vacation or sick leave the day before the holiday and the day after the holiday in order to receive pay for a holiday.

D. All Employees will be paid eight (8) hours of holiday pay at the Employee's straight time rate for a designated holiday. If the Employee would have been scheduled to work on that day, the Employee may also get the day off.

E. If an Employee is required to work on a designated holiday, the first eight (8) hours of work on a holiday shall be compensated at the one and one-half (1 1/2) times the Employee's regular rate of pay in addition to the holiday pay in Section 12.5D. Any hours worked on a holiday in excess of eight (8) hours shall be at double time. No additional time off or pay will be granted for a holiday worked except as provided in paragraph G below.

F. All Employees with more than one (1) year of continuous service shall receive 28 hours for use as floating holidays at the start of the fiscal year to be taken at a time approved by the Employee's immediate supervisor. All floating holidays must be taken in the fiscal year accrued or forfeited.

G. Power Plant Operators who work a holiday may elect, in lieu of the holiday pay provided in paragraph D above, to receive an additional floating holiday that must be used during the fiscal year in which the holiday fell.

Section 12.6 Military Leave

Employees shall be eligible for military time consistent with federal (USERRA) and state law (AS 39.20.340) governing military time off.

Section 12.7 Occupational Injury Leave

An Employee shall be paid the difference between their workers compensation and their regular wages consistent with the Personnel Policies Handbook.

Section 12.8 Court Leave

Employees shall be eligible for court leave consistent with the Personnel Policies Handbook. Such leave time shall be treated as administrative leave without loss of pay. Pay for these hours shall be at the Employee's regular rate of pay. If the employee is excused from court leave on any given day, the Employee shall contact their immediate supervisor to determine if they are required to return to work.

ARTICLE 13
HOURS OF WORK AND COMPENSATION

Section 13.1 Workday and Workweek

A. The regular workweek shall consist of five (5) consecutive eight (8) hour days. Employees will be assigned to work either a Monday through Friday workweek or a five (5) consecutive eight (8) hour day workweek during a work period starting on Monday and ending the following Sunday.

B. Four-Tens (4-10's) Workweek Schedule. Upon approval of the Department Head, Employees may be assigned to work 4 days at 10 hours per day. No Employee will be assigned to a four ten schedule without Employee written consent.

C. No Employee shall be required to work more than a total of sixteen (16) consecutive hours without an eight (8) hour break. Nothing in the paragraph precludes an employee from working more consecutive hours in the event of an unforeseen emergency, like a power outage, that lasts longer then sixteen (16) hours.

D. An Employee who has been on duty for four (4) or more hours after the workday and within eight (8) hours of their normal starting time the following day shall not be required to report for work without a minimum eight (8) hour rest period. The Employee shall be paid at the straight time rate of pay for scheduled hours not worked during a rest period. Employees required to report to work during their eight (8) hours rest period will be paid at double time rate of pay for all hours worked until the Employee has received an uninterrupted eight (8) hours rest period.

Section 13.2 Meals

A. All Employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration once during an eight (8) hour work day. The Employer shall schedule an Employee's meal period approximately halfway through the Employee's designated shift. If an Employee is required to work through their meal period, the Employee shall be paid at the Employee's applicable rate of pay for thirty (30) minutes.

B. Scheduled Overtime

If the Employee is required to work scheduled overtime, the Employee shall be entitled to an unpaid meal period of at least thirty (30) minutes for a meal every four (4) hours worked and twenty-five dollars ($25.00).

C. Unscheduled Overtime

1. If an Employee is required to work unscheduled overtime, the Employee shall be entitled to an unpaid meal period of at least thirty (30) minutes for a meal every four (4) hours and twenty-five dollars ($25.00). If the Employee is unable to take the meal period off, the Employer will provide a meal for the Employee and the Employee shall be paid at the Employee's applicable rate of pay for the meal period not to exceed thirty (30) minutes, but not the twenty-five dollar ($25.00) benefit.

2. If the Employee is required to work more than two (2) hours past their regular shift and it has not been scheduled prior to the start of the regular shift, the Employee shall be entitled to another unpaid meal period of at least thirty (30) minutes and twenty-five dollars ($25.00).

D. Employees are required to note on their time sheets meal payments due in order to receive payment under this Section which shall be paid in the Employee's next regular paycheck.

Section 13.3 Shift Change Notice

The Employer shall notify the Employee(s) by the end of the shift plus one work week before the required start time of any shift change.

Section 13.4 Compensation

A. The first eight (8) hours of the first five (5) consecutive workdays shall be at the straight time rate of pay. Any hours worked in excess of eight (8) in a work day shall be paid at time and one-half the Employee straight time rate of pay.

B. Any time worked on an Employee's first scheduled day off shall be paid at one and one-half the straight time rate of pay and any time worked on the Employee's second day off shall be paid at two (2) times the straight time rate of pay.

Section 13.5 Shift Differentials

Shift differential shall be paid as follows to Employees designated in writing by the Utility Director to be eligible for such differential. The premium shall be based on the Employee's regular rate of pay.

4 p.m. to Midnight	3% per hour
Midnight to 8 a.m.	5% per hour

Section 13.6 Call-Out Pay

An Employee called to work outside their regular shift will be paid a minimum of two (2) hours at the double time rate of pay.

Section 13.7 On-Call Pay

The Department Head or designee shall designate in writing every six (6) months the Employees to be on-call status. When the Employer designates an Employee to be on-call the Employee shall be provided a pager or cell phone and must be capable at all times to respond to calls promptly and as requested. When an Employee is designated to be available for work on-call status, the Employee will be compensated at the rate of forty-five dollars ($45.00) for a work day and ninety ($90.00) dollars on a Saturday, Sunday, and holidays. If called in to work while on-call, the Employee shall be paid for all hours worked at the applicable rate of pay.

Section 13.8 Compensation of Employee Working in Higher Classification

When an Employee is temporarily required to perform work in another higher classification for more than eight (8) or more hours, the Employee shall be paid the higher rate for all hours worked in the higher classification. Such assignment shall be designated in writing by the Employee's immediate supervisor and submitted with the Employee's timesheet to payroll.

Section 13.9 Compensation of Employee Working in Lower Classification

No Employee will suffer a reduction in pay by reason of the Employee's temporary transfer to a job carrying a lower pay classification. If an Employee is permanently assigned into a lower pay classification, the Employee will be paid at the lower pay rate.

Section 13.10 Payday

Employees shall be paid every other week.

Section 13.11 Wage Discrepancies

Employees are responsible to notify the Employee's immediate supervisor whenever a wage discrepancy exists. Employees may also notify the shop steward for assistance with a wage issue. If the Employee is unable to resolve the wage discrepancy with their immediate supervisor, the Employee should bring it to the attention of the utility director. Wage discrepancies shall be resolved by the Utility Director. No time sheet shall be changed without the Employee's knowledge.

Section 13.12 Pyramiding of Overtime

No Employee shall receive more than one (1) overtime rate of pay for the hours worked and if more than one (1) overtime rate is applicable to the same hours worked, the higher rate only shall be paid.

Section 13.13 Hot-Stick Work

Premium pay for hot-stick work will be allowed to crews while working with such equipment on voltages in excess of 5,000 volts. Hot-stick work will not include the opening and closing of switches, the removal and replacement of fuses, or the lifting and replacing of hot-taps when hot-line clamps are used. Hot-stick compensation will be at fifteen percent (15%) above the applicable hourly rate.

Section 13.14 Licensing and Certifications

The Employer shall pay for, or reimburse Employees for, all expenses incurred to maintain any license and certification required by Employer, or by local, state or federal law or regulation, as a condition of employment. Employees shall obtain written approval from the Employer prior to incurring expenses for which an Employee seeks reimbursement.

Section 13.15 Clothing Allowance

Employees shall receive on the first pay check after January 1 of each year of this Agreement Three Hundred and Fifty Dollar ($350.00) for a clothing allowance.

Section 13.16 Green Lake/Blue Lake Tunnel Work

Employees who perform tunnel work at Green Lake or Blue Lake shall be paid 15% above the Employee regular rate of pay.

Section 13.17 Green Lake/Blue Lake Dam Ladder Access

Employees who utilize the dam ladders at Green Lake or Blue Lake shall be paid 15% above the Employee regular rate of pay.

Section 13.18 Cell Phone Policy

Any changes or adjustments to the Municipal Cell Phone Policy shall be negotiated with the Union prior to submission to the Municipal Assembly for approval.

Section 13.19 Other Compensation Issues Not Addressed

The parties recognize that there are other compensation issues may arise during the life of this agreement including but not limited to being assigned to be away from home overnight or out of town, assigned to fly in a fixed-wing aircraft or helicopter, work underneath helicopters, or work seventy (70) feet above the ground or tunnel work which constitute wages or terms and conditions of employment. The parties agree to bargain as required by law on such matters.

ARTICLE 14
WAGE RATES

Section 14.1

A. Effective July 1, 2016 the following shall be the hourly wage rates for each job classification listed.

General Foreman	$50.84
Line Foreman	$48.15
Journeyman Lineman	$45.17
Senior Generation Facilities Mechanic	$45.76
Meter Technician	$45.17
Relay/Control Technician	$45.17
Senior Power Plant Operator/System Dispatcher	$45.17
Power Plant Operators/System Dispatcher	$42.35
Generation Facilities Mechanics	$42.35

B. Effective July 1, 2017, wage rates shall be increased by One Dollar ($1.00) an hour.

C. Effective July 1, 2018, wage rates shall be increased by One Dollar ($1.00) an hour.

Section 14.2 Relief workers in any of the job classifications in A above shall be paid at 80% of the designated wage rate.

Section 14.3 Apprentices in any of the job classifications set forth in A. shall be paid according to the following schedule.

Starting wage	50%
At the end of six months	55%
At start of second year	60%
At the end of 18 months	65%
At start of third year of service	70%
At the end of 30 months	75%
At start of fourth year	80%
After fourth year and completion of all testing for certification or license	100%

Section 14.4 Warehousepersons shall be paid according to the following schedule based on the Journeyman Lineman rate.

Starting wage	55%
At start of second year	65%
At start of third year of service	75%
At start of fourth year of service	85%
At start of fifth year of service	90%

Relief Warehousepersons 55% of Journeyman Lineman Rate

Section 14.5 Meter Reader positions shall be paid according to the following schedule based on the Journeyman Lineman rate.

Starting wage	45%
At start of second year	55%
At start of third year	65%

Relief Meter Reader 45% of Journeyman Lineman Rate

ARTICLE 15
GRIEVANCE-ARBITRATION PROCEDURES

Section 15.1 Having a desire to promote and maintain labor relations harmony, the parties agree that they will promptly attempt to adjust all complaints arising between them at the lowest possible level.

Section 15.2 Grievance Definition

A grievance shall be defined as an alleged violation of the Agreement and the following procedures shall be the sole and exclusive method of resolving such disputes. The Grievance-Arbitration procedure shall be available to all regular Employees. Probationary, relief, and NECA-Temps do not have access to the Grievance-Arbitration procedure, except for alleged pay violations under Article 14.

Section 15.3 Grievance Time Frames and Procedures

A. Both parties are expected to comply with and follow the time frames and process set forth in this Section.

B. Any grievance not filed according to the procedures described in this Section shall be deemed to have been waived and shall not be entitled to further consideration.

C. For the purpose of this Article, "working days" shall mean Monday through Friday, excluding any holidays under this agreement.

D. Posting by certified mail return receipt, by fax, or hand delivery within the time frame allotted will constitute satisfaction of time frame requirements.

E. Time frames may be extended only by written agreement between the Employer and the Union.

F. Steps

1. Step One: The aggrieved Employee, with or without a Union Representative, or Union must meet with and discuss the grievance with the Employee's immediate supervisor within ten (10) working days of the event or the Employee's or Union's first knowledge of the event. The immediate supervisor shall prepare a written response within ten (10) working days after meeting with the Employee.

2. Step Two: If satisfactory resolution is not reached at Step One, the grievance shall be reduced to writing and be filed by a Union Representative with the Department Head within ten (10) working days after the date of the supervisor's written response. The Union Representative, the Employee, and the Department Head may meet to discuss the grievance. The Department

Head shall respond in writing within ten (10) working days of the Step Two filing.

3. Step Three: If satisfactory resolution is not reached at Step Two, the grievance shall be submitted in writing to the CBS Administrator by the Union within ten (10) working days of the receipt of the Step Two grievance response. The Union Representative and the CBS Administrator may meet to discuss the grievance. The CBS Administrator shall respond in writing within fifteen (15) working days of the Step Three filing.

4. Step Four: If not satisfactorily resolved at Step Three, the Union may submit the grievance to final and binding arbitration within ten (10) working days following the receipt of the CBS Administrator's response.

    a. The Employer and the Union shall attempt to agree on an Arbitrator within ten (10) working days.

    b. If the parties are unable to agree on an Arbitrator, the Union shall request the Federal Mediation & Conciliation Service ("FMCS") to supply a list of thirteen (13) qualified Arbitrators from Alaska, California, Oregon, and Washington with a copy to the Employer.

    c. Upon receipt of the arbitrator list, the parties shall alternate striking names from such list until the name of one (1) Arbitrator remains who shall be the Arbitrator. The party to strike the first name shall be determined by coin toss.

    d. The Arbitrator shall be notified immediately of his or her selection by letter from the Employer with a copy to the Union requesting that a list of possible hearing dates. Upon receipt of the list of possible hearing dates, the parties will agree on a time for a hearing as soon as possible thereafter.

    e. The Arbitrator's award shall be final and binding, subject to the limits of authority stated below. The parties shall use their best efforts to minimize the costs.

Section 15.4 Arbitration

A. The Arbitrator's function is to interpret the Agreement. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue(s) in dispute. The Arbitrator shall not substitute his or her own judgment for that of the Employer. Nothing in the Section precludes the parties from seeking an appropriate remedy from the Arbitrator.

B. The Arbitrator shall review procedural issues during the same proceeding as the underlying merits of the same grievance, unless agreed to otherwise by the parties. Either party may request and require the arbitrator to issue a ruling on the procedural arbitrability issues immediately upon the close of arguments on those issues. If the Arbitrator rules that the grievance is barred from further review because of procedural deficiencies, the Arbitrator will not review or rule on the underlying merits of the grievance.

C. The losing party, as determined by the Arbitrator, will be assessed the full cost of the Arbitrator fees and expenses. If the Arbitrator deems that there is no losing party, the Arbitrator may apportion the full cost as the Arbitrator sees fit. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party, except that witnesses who are Employees of the Employer shall be paid by the Employer for normal working time spent testifying at the hearing.

ARTICLE 16
SENIORITY

Section 16.1 Seniority

The Employee having the longest term of unbroken service in the job classification represented by the Union shall be number one (1) on the seniority list within that job classification. All other Employees shall be listed in descending order.

Section 16.2 Termination of Seniority

The seniority of an Employee will terminate under any of the following conditions:

A. When a regular Employee is laid off, except that if that Employee is re-employed as a regular Employee and his service break is twelve (12) months or less, seniority will accrue uninterrupted to original date of hire;

B. when the Employee resigns; or

C. when the Employee is discharged for just cause.

Section 16.3 Layoff

A. Should layoffs become necessary due to lack of work or lack of funds or any other operational reason, seniority by job classification as described below shall prevail regarding such layoffs except for NECA Temps. Job classifications for layoff purposes are as follows:

- Journeyman linemen;
- Control Wiring/Relay Technicians;
- Warehouse Department;
- Meter Techs & Readers;
- Power Plant Mechanics;
- Power Plant Operators

B. NECA Temps shall be laid off in reverse book order and reverse order within book by hire date.

C. Layoffs shall occur in the following order

1. NECA Temps
2. Probationary Employees
3. Regular Employees.

D. If a probationary or regular Employee is laid off, the Employee shall be given the first opportunity to work relief. There shall be no obligation to work relief by the Employee.

ARTICLE 17
PERFORMANCE EVALUATIONS

On or within thirty (30) working days after an Employee's anniversary date, the immediate supervisor outside the bargaining unit shall evaluate the performance of the Employee. After review and approval by the Utility Director, the supervisor will discuss the evaluation with the Employee privately. The Employee may provide written comments or a rebuttal to be attached to the evaluation. The final evaluation, with any Employee comments or rebuttal shall be filed in the Employee's personnel file located in Human Resources. Evaluations may be subject to review through the grievance procedure but not subject to arbitration.

ARTICLE 18
DISCIPLINE AND DISCHARGE

Section 18.1 No regular Employee shall be disciplined or discharged except for just cause.

Section 18.2 The Employer retains the sole discretion to determine the level or order of discipline to be issued in any given case. However, whenever possible, the Employer shall utilize progressive discipline to correct workplace misconduct or improve poor performance. Progressive discipline steps shall, include but not be limited to, written reprimand, suspension without pay, demotion, or discharge.

Section 18.3 The Employer shall provide a copy of all disciplinary notices to the Employee and Union.

Section18.4 Resignation

Any Employee resigning his or her position shall give at least two (2) weeks written notice to the Department Head. At the Employer's option, the Employee may be paid two weeks full pay and benefits and allowed to leave employment immediately.

ARTICLE 19
BENEFITS

Section 19.1 Retirement

A. All regular Employees shall be eligible to participate in the Alaska Public Employees Retirement System (PERS).

B. Employees shall continue to participate in the State of Alaska Supplemental Benefit System (SBS).

C. Nothing in this Section precludes the parties from further discussing or negotiating a transition from PERS to the Alaska Electrical Pension Fund during the life of this Agreement.

Section 19.2 Alaska Electrical Legal Plan

Within ninety days of the effective date of this Agreement, Employees will have the opportunity to participate in the Alaska Electrical Legal Plan. Upon notice from the Union that an Employee has elected to participate, the Employer shall deduct and remit fifteen cents ($0.15) from the Employee's net pay for each compensable hour not to exceed forty (40) hours per week to the Alaska Electrical Legal Fund.

Section 19.3 Life Insurance

The Employer will provide life insurance benefits for regular Employees, subject to plan eligibility requirements. Additional life insurance benefits may be purchased by the Employees at their own expense.

Section 19.4 Health and Welfare

The Employer will make available to all regular Employees a health insurance plan, subject to plan eligibility requirements. The Employer shall pay 90% of the cost of coverage for the Employee and their dependents.

Section 19.5 IBEW Hardship and Benevolent Fund ("IHBF")

The Employer shall deduct from Employee's net pay five cents ($0.05) per compensable hour. The Employer shall deduct and remit those funds in accordance with the IHBF plan.

Article 20
PERSONNEL POLICIES

The City's Personnel Policies Handbook as adopted by Ordinance does not apply to any Employee covered by this Agreement unless specifically referenced otherwise in this Agreement or as listed below. If the Employer recommends changes to the Handbook after the effective date of this Agreement, the Union will be provided a copy of the proposed changes before submission to the Assembly. Upon request, the parties will meet to negotiate the proposed changes if such changes impact the wages, hours, and terms and conditions of employment of the Employees covered by this Agreement. Where a specific provision of the Personnel Policies directly conflicts with a specific provision contained in a section of this Agreement, as it may apply to any Employee covered by this Agreement, the provisions of this Agreement shall prevail.

Section 20.01 Nepotism

No employee may be employed in a position supervised by another family member. If an employee and their supervisor should marry, the Employer shall elect which employee may continue with the department and which employee shall terminate or transfer, if other positions are available. Family members for purposes of this paragraph, shall include spouse, father, mother, brother, sister, child and the same relationship by in-law.

Section 20.02 Personal Business

An employee is expected to conduct personal business outside the employee's work hours. Personal calls during the employee's work hours are discouraged. Breaks, meal periods, and leave are available for an employee to use for personal business.

Section 20.03 Anti-Harassment Policy

All employees covered by this Agreement shall be expected to comply with the City's Sexual Harassment and Anti-Harassment Policy found in Attachment D of the Personnel Policies Handbook.

Section 20.04 Email and Internet Policy

All employees covered by this Agreement shall be expected to comply with the City's E-Mail and Internet Policy found in Attachment E of the Personnel Policies Handbook.

Section 20.05 Other Employment

Occupations or outside activity, which are incompatible with employment with the City or adversely affects the performance of the employee's job duties with the City are prohibited.

Section 20.06 Gifts and Gratuities

An employee shall not accept a gift, gratuity, consideration or extraordinary favor for any person doing business or likely to do business with the City and shall immediately report to their Department Head any offer, promise or suggestion that such a gift be made. This prohibition does not apply to the giving of ceremonial gifts of nominal value or gifts received from an employee's family or ordinary circle of friend when not offered for an actual or perceived conflict of interest.

Section 20.07 Training

Each Department Head shall develop and conduct such practical training programs as are suited to the special requirements for the Department. Training programs shall particularly emphasize accident prevention, employee safety and public relations.

Section 20.08 Travel

Travel by any employee covered by this Agreement shall be paid consistent with Section 19 of the Personnel Policies Handbook.

Section 20.09 Drug and Alcohol Policy

All employees covered by this Agreement shall be expected to comply with the City's Drug and Alcohol Policy found in Section 24 of the Personnel Policies Handbook.

ARTICLE 21
GENERAL PROVISIONS

Section 21.1

This Agreement sets forth all of the terms, conditions and understandings negotiated between the parties for the life of this Agreement except as provided in Section 21.2 below.

Section 21.2 Letters of Agreement

No subsequent alternation, amendment, change or addition to this Agreement shall be binding on the parties hereto unless reduced to writing and signed by them in the form of a Letter of Agreement.

Section 21.3 Severability

Should it be decided by decree of judgment of any court of competent jurisdiction or by mutual agreement of the parties that any article, section or provision herein is rendered invalid by reason of any existing or subsequently enacted statute, ordinance or other law, the invalidation of such article, section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any article, section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

Section 21.4 Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement. The parties further understand that they have agreed to meet and confer about any subjects relating to this Agreement and other matters of mutual concern during the term of this Agreement when requested. However, nothing in this Section obligates a party to reach agreement or to change this Agreement with respect to any subject or matter specifically referred to or covered by this Agreement._ This Agreement replaces and supersedes all prior oral and written understandings, agreements, and policies otherwise referred to or covered by this Agreement and concludes all collective bargaining for the duration of the Agreement. Nothing in this Section relieves either party of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining.

Section 21.5 Assignability

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party, or of any kind of ownership or management of either party, or by any change, geographic or otherwise, in the location or place of business of either party.

ARTICLE 22
SUBCONTRACTING

A. The Employer retains the right to contract and subcontract work at the Utility.

B. The Employer may utilize qualified contractors for electrical or communication work, whether new or maintenance work, who have a collective bargaining agreement or letter of assent with the Union, so long as the use of such contractors furthers the Employer's fiscal responsibility and safety for the citizens and rate payers of the community.

This Agreement is entered into on this 12TH day of AUGUST, 2016

Mark Gorman
Municipal Administrator

Mike Hodsdon
IBEW
Business Manager/Financial Secretary

Kimberly K. Geariety,
Chief Negotiator

Dave Reaves
Assistant Business Manager

Mark Danielson
Human Resources Director

Rodney Hesson
Assistant Business Manager

Max Russell
IBEW Negotiation Team Member

Adam Charlton
IBEW Negotiation Team Member

Letter of Agreement
Between the
International Brotherhood of Electrical Workers, Local 1547
And the
City and Borough of Sitka, Alaska

RE: Wage Rate for Employee in Meter Reader Job Classification During Term of 2016-2019 Agreement

The parties understand and agree that the following shall be the wage rates for the individual incumbent employees in the Meter Reader job classification effective July 1, 2016.

Levi Albertson Meter Reader	$29.80 per hour

No other adjustments shall be made to the wage rates for these employees effective July 1, 2016. The Employee will be eligible for the negotiated wage rate adjustment on July 1, 2017 and July 1, 2018, if still employed in those job classifications on that date.

The parties agree and understand that this is a wage rate adjustment contrary to the schedules found in Article 14.4 and Article 14.5 for this job classification. This letter shall expire at the end of the 2016-2019 Agreement or if the job classification is vacated by the incumbent, whichever is earlier. Any new hires shall be paid according to the schedules found in Article 14.

Mark Gorman
Municipal Administrator
City and Borough of Sitka

Mike Hodsdon
Business Manager/Financial Secretary
IBEW, Local 1547